

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

CONTRACT BETWEEN
THE CITY OF DURHAM AND
GLOBAL ELECTRIC ELECTRONIC PROCESSING (GEEP)
FOR
PROCESSING AND MARKETING OF ELECTRONIC MATERIALS

This Contract is dated, made, and entered into as of the ____ day of __, 2016, by the City of Durham ("City") and **GEEP North Carolina, Inc.** ("GEEP"), a corporation organized and existing under the laws of North Carolina.

Sec. 1. Background, Purpose and Definitions. The City of Durham receives discarded electronic materials ("E-Waste") at its Waste Disposal and Recycling Center located at 2115 East Club Boulevard. Collected materials are sorted and packaged by City Staff for shipment by GEEP. GEEP shall pick-up, transport, and process all acceptable electronic materials, as defined in Exhibit A, that the City has packaged at its collection facility.

A. Definitions. As used herein, the following terms shall have the meanings set forth below:

- 1) **Applicable Law:** Any law, statute, order, decree, injunction, license, permit consent, approval, agreement or regulation of any Governmental Authority having jurisdiction over the matter in question, or other legislative or administrative action of a Governmental Authority, or final decree, judgment or order of a court which related to the performance of Work hereunder or the interpretation or application of this Contract.
- 2) **City:** The City of Durham, North Carolina, including its departments, divisions, personnel and agents.
- 3) **Collected Electronic Material:** The equipment that is powered by electricity (via a cord & plug) or stored energy (battery) and has been brought to the City's facility for recycling.
- 4) **Contract:** This agreement between the City and GEEP, including the attachments, exhibits, and any written amendments.
- 5) **Contract Manager:** The person authorized by the City to oversee the Contract and GEEP's compliance with the terms and conditions of the Contract.
- 6) **Day:** Calendar day unless otherwise specifically designated.
- 7) **Governmental Authority:** Any national, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority body or other entity having jurisdiction over the performance of the Work, the project or its operations, or the health, safety or environmental conditions of the project or the site, or otherwise over the parties hereto.
- 8) **Holidays:** The days on which City facilities will be closed, including New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and any other days designated by the City.
- 9) **Recognized electronics recycler:** Firms that hold certifications that are recognized by the NC Department of Environment and Natural Resources (Division of Environmental Outreach and Assistance). DENR currently recognizes the Responsible Recycling Practices (R2) and the e-Stewards® standards.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is GEEP's. GEEP shall be responsible for providing the following services:

- A. Provide training to City staff on the separation/sorting and packaging for transport of electronic waste within thirty (30) days of the commencement of the Contract and as deemed necessary by the City thereafter. Necessary reasons for follow up training may include, but are not limited to: change of City staff, addition or reduction in acceptable materials, and problems in packing as noted in subsection J. of this Section.

- B. Provide sufficient material for packaging (Gaylord containers and pallets) to City for the proper packaging of electronic waste. Shrink wrap material shall be provided by the City of Durham
- C. Assist the City in loading the pallets into GEEP's transportation vehicle and complete appropriate manifest/bill of lading.
- D. Transport all loaded materials to primary and secondary (if necessary) sorting facilities.
- E. Recycle the electronic equipment collected from the City in accordance with all Local, State, and Federal laws, and any applicable electronic recycler certification(s).
- F. Segregate, bulk, and secure all materials for transport as required and complete appropriate manifests, providing a copy of these manifests to the City upon request.
- G. Comply with all applicable local, state, and federal laws for transport of collected material.
- H. Comply with all the requirements of the City's Waste Disposal and Recycling Center's Permit and operating plan as updated from time-to-time, and which is incorporated by reference as if fully set forth herein.
- I. Keep a current listing of all electronic material collected, transported, and recycled. Provide to the City on a monthly basis a report detailing weight data by category.
- J. Inform the City within 5 business days of any problems in the sorting or packing of received material.
- K. Obtain from the City prior written approval of all subcontractors proposed to be used under this Contract.
- L. Maintain and provide proof to the City upon request evidencing that GEEP holds a recognized electronics recycler certification during the entire term of the Contract. Currently recognized certification standards are: the Responsible Recycling Practices (R2) and the e-Stewards® standards. Should GEEP wish to have an additional certification standard satisfy this term of the Contract, the prior written approval of the City shall be required.
- M. **Acceptable Items:** Televisions, Monitors, Printers, CPU's, Keyboards, Scanners, Fax machines, Telephone equipment, Cell Phones, Speakers, VCR's, Cameras, Copiers, and Electronic Toys & Video games systems.
- N. **Unacceptable Items:** Hazardous Waste, Units containing fluids (i.e. motors, pumps etc), Refrigerators/Freezers, Radioactive materials (X-Ray equipment), items containing PCB's, and Perusable waste (food etc.)

In this Contract, "Work" means the services that GEEP is required to perform pursuant to this Contract and all of GEEP's duties to the City that arise out of this Contract. Unless the context requires otherwise, if this Contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of GEEP.

Sec. 3. Terms. Initial Term. The initial term of this Contract shall commence on, 2016 (Commencement Date) and shall expire after 3 years, on January 31, 2019 at 11:59 p.m. (the "Initial Term"). Prior to the expiration of this 3 year agreement, the City and GEEP may proceed to renew the Contract for 2 additional terms of 2 years each, resulting in a total term of 7 years if all additional terms are agreed to.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this Contract, GEEP shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. GEEP's Billings to City. Compensation. GEEP will provide to the City at the end of each month, a settlement report showing all the materials collected in the prior 30 days by the weight of the material, the rate per pound, and the line item cost for each material category due GEEP. In turn, GEEP will provide a settlement report that will show any revenue due to the City by showing the material, the weight of the material, the rate per pound for the material and the line item cost for each material category due the City. When submitting the settlement report at the end of each month, GEEP may deduct the expenses owed to GEEP from the revenue due the City. .

Sec. 6 Reporting and Records.

(a) Reporting. No later than twenty (20) calendar days following the Commencement Date of this Contract, GEEP shall submit to the Contract Manager, for approval, the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of the Contract. GEEP shall create, maintain, and make available records as defined in and required by all applicable local, State, and federal laws, rules, and regulations, and any reports as are reasonably necessary to document and track information described herein. All records provided to the City shall be in an Excel spreadsheet or other format as approved by the Contract Manager and shall contain the following information:

- 1) Material transported, received, and processed by category listed in **Section 2, subsection M. and in Exhibit A.**
- 2) The dates of all pick-ups from the City's facility.

GEEP shall provide to the City the following reports:

- 1) Monthly reports: by the thirtieth (30th) of each month, GEEP shall submit to the Contract Manager an electronic report summarizing deliveries of collected electronic material during the previous calendar month and invoices due from the City. The report should include the information specified in Section 6.
 - 2) Annual reports: Within thirty (30) days of the end of each Contract year, GEEP shall provide the Contract Manager with a report summarizing all information described in Section 6 and herein, as well as net weigh in pounds diverted from disposal (total pounds delivered less rejects and residue).
 - 3) Other: GEEP shall provide other such documentation and reports as the City may reasonably require verifying compliance with this Contract.
- (b) Records. The City or any of its duly authorized representatives shall have access, within fourteen (14) calendar days of notification, to all of GEEP's books, records, data and documents related to this Contract for inspection and audit at GEEP's expense. GEEP will maintain and allow access to books, records, data, documents, and reports relating to this Contract for three (3) years following conclusion or termination of this Contract. However, in case of emergency, which shall include but not be limited to reasonable cause to believe such records are subject to destruction, or in case of a request by another Governmental Unit to the City for such records in a time frame of thirty (30) days or less, the City may have immediate access to such records. These records should document, but is not limited to, the following information:
- 1) Material transported, received, and processed by category listed in **Section 2, subsection M. and in Exhibit A.**
 - 2) The dates of all pick-ups from the City's facility.

Sec. 7. Prompt Payment to Subcontractors. (a) Within seven (7) days of receipt by GEEP of each payment

from the City under this Contract, GEEP shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subContract. Should any payment to the Subcontractor be delayed by more than seven (7) days after receipt of payment by GEEP from the City under this Contract, GEEP shall pay the Subcontractor interest, beginning on the 8th day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, Subcontractors shall have the right to enforce this subsection (a) directly against GEEP, but not against the City of Durham.

(b) If the individual assigned to administer this Contract for the City (in this section, titled "Prompt Payment to Subcontractors," he or she will be referred to as the "Project Manager") determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to GEEP the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a), and/or

(ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to GEEP.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled "Prompt Payment to Subcontractors") shall prevent GEEP at the time of invoicing, application, and certification to the City from withholding invoicing, application, and certification to the City for payment to the Subcontractor for unsatisfactory job progress; defective goods, services, or construction not remedied; disputed work; third-party claims filed or reasonable evidence that such a claim will be filed; failure of the subcontractor to make timely payments for labor, equipment, and materials; damage to GEEP or another subcontractor; reasonable evidence that the subContract cannot be completed for the unpaid balance of the subContract sum; or a reasonable amount for retainage not to exceed 10%.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that GEEP provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with GEEP. The statements shall be in such format as the Project Manager reasonably requires, including notarization if so specified.

Sec. 8. Insurance. GEEP agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverage's and limits. The requirements contained herein, as well as City's review or acceptance of insurance maintained by GEEP is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by GEEP under this Contract.

- (a) **Commercial General Liability** – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- (b) **Automobile Liability** – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event GEEP does not own automobiles, GEEP agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.
- (c) **Umbrella or Excess Liability** – GEEP may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. GEEP agrees to endorse City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.
- (d) **Worker's Compensation & Employers Liability** – GEEP agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 each accident, each employee and policy limit. This policy must include a Waiver of Subrogation.
- (e) **Professional Liability**- GEEP agrees to maintain Professional Liability Insurance with limits no less than \$1,000,000, covering claims arising out of professional architect, engineers and surveyors services performed in connection with this contract.

- (f) **Environmental/Pollution-** GEEP agrees to maintain Environmental/Pollution Liability Insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering claims arising out of the use or application of chemicals/herbicides as well as the negligent release of hazardous materials. Coverage may also be satisfied by endorsement to the Commercial General Liability policy with minimum limits of \$1,000,000/\$2,000,000.
- (g) **Additional Insured** – GEEP agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read ‘City of Durham as its interest may appear’.
- (h) **Certificate of Insurance** – GEEP agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage’s, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by GEEP’s insurer. If GEEP receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, GEEP agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: Solid Waste Management Department
101 City Hall Plaza
Durham, NC 27701

All insurance companies must be authorized to do business in North Carolina and be acceptable to the City of Durham’s Risk Manager.

Sec. 9. Performance of Work by City. If GEEP fails to perform the Work in accordance with the time frames stated in this Contract, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give GEEP notice of its intention.

Sec. 9. Exhibits. The following exhibits are made a part of this Contract:
Exhibit A – Acceptable Items & Unacceptable Items 1 page.
Exhibit B - GEEP Pricing List – 2 pages

In case of conflict between an exhibit and the text of this Contract excluding the exhibit, the text of this Contract shall control.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:
Solid Waste Management Department
Attn: Waste Disposal Manager
City of Durham
1833 Camden Avenue
Durham, NC 27704
The fax number is (919) 560-1197
Email: bruce.woody@durhamnc.gov

To GEEP:

Attn: Brooks Callisher, Assistant GM
2710 Weck Drive
Durham, NC 27713
Email: aharris@geepglobal.com
The fax number is 919-443-1997

- (c) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. (a) To the maximum extent allowed by law, GEEP shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of GEEP or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," GEEP shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this Contract). "Indemnitees" means City and its officers, officials, independent GEEPs, agents, and employees, excluding GEEP. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Contract. (d) Survival. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of GEEP under this Contract. (e) Limitations of GEEP's Obligation. If this section is in, or is in connection with, a Contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require GEEP to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnities.

Sec. 12. Miscellaneous

(a) Choice of Law and Forum; Service of Process. (i) This Contract shall be deemed made in Durham County, North Carolina. This Contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If GEEP is not a natural person (for instance, GEEP is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by GEEP to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, GEEP agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. GEEP will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to GEEP. This subsection (ii) does not apply while GEEP maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered

office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this Contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, GEEP shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, GEEP and all assignees shall be subject to all of the City's defenses and shall be liable for all of GEEP's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting GEEP the right to assign, it is agreed that the duties of GEEP that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, GEEP shall comply with all applicable law.

(g) Notice of City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract GEEP agrees as follows: (1) GEEP shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. GEEP shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GEEP shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) GEEP shall in all solicitations or advertisement for employees placed by or on behalf of GEEP; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) GEEP shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding. (4) In the event of GEEP's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this Contract, in whole or in part, and the City may declare GEEP ineligible for further City Contracts. (5) Unless exempted by the City Council of the City of Durham, GEEP shall include these EEO provisions in every purchase order for goods to be used in performing this Contract and in every subcontract related to this Contract so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. GEEP shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of GEEP to comply with that article shall be a material breach of Contract which may result in the rescission or termination of this Contract and/or other appropriate remedies in accordance with the provisions of that article, this Contract, and State law. The Participation Plan submitted in accordance with that article is binding on GEEP. Section 18-59(f) of that article provides, in part, "If the City Manager determines that GEEP has failed to comply with the provisions of the Contract, the City Manager shall notify GEEP in writing of the deficiencies. GEEP shall have fourteen (14) days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to GEEP's alleged violations of its obligations under Article III of Chapter 18 and not to GEEP's alleged violations of other obligations.

(j) No Third Party Rights Created. This Contract is intended for the benefit of the City and GEEP and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to Contracts and agreements shall be deemed to include all amendments to them. The words "include,"

“including,” etc. mean include, including, etc. without limitation. (2) References to a “Section” or “section” shall mean a section of this Contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) “Duties” includes obligations. (5) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word “shall” is mandatory. (7) The word “day” means calendar day. (8) The word “Work” is defined in Section 2. (9) A definition in this Contract will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.

(m) City’s Manager’s Authority. To the extent, if any, the City has the power to suspend or terminate this Contract or GEEP’s services under this Contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

Sec. 13. Termination for Convenience (“TFC”).

(a) *Procedure.* Without limiting any party’s right to terminate for breach, the parties agree that either party, without cause, and in its discretion, may terminate this Contract for convenience by giving the other party written notice that refers to this section. TFC shall be effective at the time indicated in the notice.

(b) *Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this Contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, GEEP shall give the City all Work, including partly completed Work. In case of TFC, GEEP shall follow the City’s instructions as to which subcontracts to terminate.

Sec. 14. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled “Trade Secrets and Confidentiality” shall apply to any Trade Secrets disclosed to the City during the process leading to the parties’ entering into this Contract (including all of GEEP’s responses to the RFP). This section (titled “Trade Secrets; Confidentiality”) shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of GEEP under this Contract. For purposes of this Contract, the word “candidate” in the RFP section just cited shall mean the “GEEP.”

IN WITNESS WHEREOF, the City and GEEP have caused this Contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

City Clerk

By: _____

By: _____ (SEAL)

Title of officer: _____[The following officers may sign for the corporation: chairperson; president; chief executive officer; vice-president; assistant vice-president; treasurer; or chief financial officer.]

[Type or print the contractor's name.]

By: _____ (SEAL)

Title of officer: _____

State of _____

County of _____

I, a notary public in and for the aforesaid county and state, certify that
_____ personally appeared before me this day and
acknowledged the execution, under seal, of the foregoing contract or agreement with the City of Durham. This the
_____ day of _____, 20____.

My commission expires: _____

_____ Notary Public

EXHIBIT A: ACCEPTABLE & UNACCEPTABLE ITEMS

Process:	Title:	Document #:	Rev:	Date:
Operations	Material Received at GEEP Sites	7.1.1 BA	0	12/03/14
Definitions		Forms		
CofA Waste – Certificate of Approval Waste	<div>Acceptable Material</div> <div>GEEP is limited to receiving waste electric / electronic equipment and electric / electronic equipment for refurbishment / resale/inventory management.</div> <div>GEEP Lugger line is allowed to accept all types of waste thru the Lugger program. This includes ewaste, non-hazardous waste and hazardous waste received from remote sites. (Per CofA Waste)</div>	3.7.1 Minimum Requirements for PPE		
	<div>Unacceptable Material</div> <div>Hazardous waste, (Hazardous waste is defined as waste other than what is recovered during the demanufacturing of the WEEE).</div> <div>Units containing fluid (i.e. motors, pumps with the fluids still inside. They must be evacuated prior to arrival at GEEP. Units containing fluids arriving at GEEP will have the fluid evacuated and the company charged back the removal / disposal costs.</div> <div>Refrigerators / Freezers, must have the Freon (Ozone Depleting substances) removed, and a sticker attached stating this has been done. Units containing fluids arriving at GEEP will have the fluid evacuated and the company charged back company charged back the removal / disposal costs.</div> <div>Medical wastes (Biohazardous). Needles, equipment not cleaned and contained pathogens.</div> <div>Radioactive material (X-ray equipment, some aeronautical equipment (gauges, etc.)</div> <div>Material containing PCB's (50 ppm or greater)</div> <div>Petrucible waste (rotting waste, i.e. food, animal wastes)</div>	CofA Waste A620219		
Reference		Records	Retention	
ISO 9001: 6.1, 7.5 ISO 14001: 4.4.1 R2: 5c3 OHSAS 18001: 4.4.1 3.7 Personal Protective Equipment Policy		Shipping	See Master List	
		Measure		
		Audit Customer Evaluation Non-Conformance		
		Responsibilities		
		Employees Supervisor/Designate		

Acceptable Items: Televisions, Monitors, Printers, CPU's, Keyboards, Scanners, Fax machines, Telephone equipment, Cell Phones, Speakers, VCR's, Cameras, Copiers, and Electronic Toys & Video games systems.

EXHIBIT B: Electronics Recycling Services Agreement/Pricing List

This Electronics Recycling Services Agreement between The City of Durham, North Carolina, herein after referred to as "Client" and Geep NC, Inc. herein after referred to as "GEEP", each a "Party" and collectively, the "Parties". Transactions performed under this agreement will be conducted in accordance with and subject to the terms and conditions of this agreement.

I. Material(s) Covered by Agreement. The following is/are collectively referred to as "Material":

All electronic waste including monitors/TVs.

II. Services to be rendered: The following services are collectively referred to as the "Services":

All "Material" will be processed in compliance with all Environmental laws and regulations, In an environmentally responsible manner.

- **Pricing.** All pricing is subject to legislation and pricing guidelines and commodity market at the time material is received. GEEP will give the City of Durham 30 days' notice of any pricing changes due to commodity market fluctuations. Should OEM (Original Equipment Manufacturer) funding come available to Geep during the time this SOW is in effect, Geep will reimburse The City of Durham, North Carolina up to the amount we are funded for The City of Durham, North Carolina and no more. For the service provided by GEEP, Client will pay based on the following pricing schedule:

Type of e-Scrap:

PCs or Servers – Complete	\$0.20 cents per lb
PCs or Servers – Incomplete	\$0.10 cents per lb
Laptops – Complete	\$0.30 cents per lb
Laptops – Incomplete	\$0.15 cents per lb
Peripherals (mouse, keyboard, etc)	\$0.00 cents per lb
Circuit Boards/Low Grade	\$0.15 cents per lb
Cable/Wire	\$0.20 cents per lb
CDs/DVDs/VHS Tapes	(\$0.10) cents per lb
Lithium Batteries	\$0.35 cents per lb
CRT Monitor/Televisions – Complete or Unbroken	(\$0.30) cents per lb
CRT Monitor/Televisions – Incomplete or Broken	(\$0.32) cents per lb
Flat Panel Televisions/Monitors	(\$0.30) cents per lb
Rear Projection Televisions	(\$0.32) cents per lb
CD Monitors - Complete or Unbroken	(\$0.10) cents per lb
LCD Monitors – Incomplete or Unbroken	(\$0.15) cents per lb
Non-CRT Televisions	(\$0.25) cents per lb
Mobile Phones without Batteries	\$1.50 per piece
Mobile Phones with Batteries	\$0.90 per piece
Alkaline Batteries	(\$0.30) cents per lb
Miscellaneous Electronics/High Grade	\$0.10 cents per lb
Miscellaneous Electronics/Low Grade	\$0.00 cents per lb
Hazardous Materials Disposal Fee (i.e. toner, mercury, etc.)	Cost plus 20%
Sort Fee (When Applicable)	(\$0.11) cents per lb

Transportation Costs:**Drop Trailers:****Main Station****\$385.00 per month****Pickup Charges:****Third Party Freight
GEEP Box Truck****\$175.00 per pickup
\$50.00 per pickup****Shipping Materials:**

Palettes (If switched out at time of pick up)	\$00.00
Palettes (If not switched out at time of pick up)	\$08.50
Gaylords (If switched out at time of pick up)	\$00.00
Gaylords (If not switched out at time of pick up)	\$06.50
Shrink Wrap (At Cost: 4 rolls x 1500 ft each)	\$60.00

- III. Payment Terms and Discounts.** Unless otherwise indicated on our invoice, payment terms are net thirty (30) days from date of invoice; otherwise payment terms are net cash on or before shipment. We reserve the right to change payment terms at any time or to revoke any credit previously extended. Overdue payments are subject to finance charges of up to the lower of 1 ½% per month (18% per year) or the maximum interest rate allowed by law. All payments and interest thereon are payable in United States Dollars.
- IV. Taxes.** Client is responsible for paying all taxes, import and export fees.
- V. Shipping Terms; Risk of Loss.** Unless expressly provided in writing in this document, Client shall deliver at Client's expense all Materials and/or Equipment to GEEP' facilities FOB GEEP' facility and Client shall bear risk of loss and responsibility for safe transportation of Materials and/or Equipment to GEEP' dock or facility. If GEEP agrees in writing to provide transportation, GEEP will, at an agreed upon price, at its expense, arrange for the packing, loading and shipping of Material and or Equipment under this Agreement, with the carrier and GEEP shall bear risk of loss and responsibility for safe transportation of Material and or Equipment upon departing Client's dock or customer's facility.
- VI. Term and Termination.** This Agreement commences on the date of its acceptance will continue for 12 month thereafter. Should both parties agree to continue with this contract, it will be valid until either Party provides the other with at least sixty (60) days prior notice of termination, provided, however, no termination shall effect the duty of one Party to the other Party with regard to any Material and or Equipment delivered or in transit to GEEP from Client, the termination being delayed until all duties with respect to such Material or Equipment in transit have been completed in accordance with this Agreement.